

ARBITRATION AGREEMENTThis is a copy view of the Authoritative Copy
by the designated custodian**NOTICE OF ARBITRATION AGREEMENT**

We both agree that if we have a dispute, either of us can decide to resolve it by using arbitration. Arbitration is a formal process for resolving disputes without going to court. If you want to learn more about arbitration, please navigate to the following links in your browser:

- <http://info.adr.org/consumer-arbitration/>
- <https://www.jamsadr.com/adr-arbitration>

If you wish, **you can decide to opt out and reject this arbitration agreement**, but to reject this arbitration agreement you will need to follow the instructions under the heading "Your Right to Reject this Agreement". You will need to act in the next 30 days or you lose your right to reject this arbitration agreement. It is your choice.

By choosing arbitration, we are both giving up our right to go to court (except small claims court) to resolve our dispute. In arbitration a neutral person, called an arbitrator, listens to both of us and decides how our dispute is resolved. Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration, we both give up our right to a judge or jury, and, as a result, there is no jury trial. However, if either of us elects to use small claims court to resolve the dispute, the dispute will be resolved in small claims court rather than arbitration.

If you or we choose arbitration, only our individual claims will be arbitrated. Claims by groups of individuals or "Class" arbitrations, are not allowed. By choosing to arbitrate, you will be giving up your right to participate in a class action or a private attorney general action in court or in arbitration with respect to the dispute.

Arbitration rules are generally simpler and more limited than court rules. If you want to learn more about the rules and how they work, navigate to the following link in your browser:

- https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf
- <https://www.jamsadr.com/rules-streamlined-arbitration/>

The Arbitration Agreement also explains what the fees and costs for the arbitration will be, and who will pay them.

This is only a summary. As with all legal agreements, please read the entire agreement carefully before you sign. **Unless you opt out of the Arbitration Agreement, it will substantially affect your rights in the event of a dispute between you and us.**

"Us/We/Our" means Carvana, any purchaser, assignee or servicer of the Contract, all of their parent companies, and all subsidiaries, affiliates, predecessors and successors, and all officers, directors and employees of any of the foregoing. "Us/We/Our" also means any third party providing any product or service in connection with or incidental to the Contract, the sale of the vehicle and/or other goods or services covered by the Contract and/or related to the vehicle, if such third party is named as a co-defendant with us in a Claim you assert. "Us/We/Our" have these meanings only for this Agreement. This Agreement is part of, and is hereby incorporated into, the Contract. However, whenever in this Agreement the term "Contract" is used, it does not include this Agreement.

"You/Your" means you and/or any of your heirs or personal representatives.

"Contract" means the Retail Purchase Agreement (in Texas, the Buyer's Order) and/or the related Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) you signed with us in connection with this purchase, and any prior Retail Purchase Agreement (in Texas, Buyer's Order) and/or Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) that you previously had with us.

Exhibit C

"Agreement" means this Arbitration Agreement.

"Including" and "includes" means "including but not limited to."

This Agreement describes how a Claim may be arbitrated instead of litigated in court.

"Claim" means any claim, dispute or controversy between you and us arising from or related to one or more of the following:

- (a) The Contract.
- (b) The vehicle or the sale of the vehicle.
- (c) The provision or sale of any goods and services like warranties, insurance and extended service contracts covered by the Contract or related to the vehicle.
- (d) The relationships resulting from the Contract.
- (e) Advertisements, promotions or oral or written statements related to the Contract.
- (f) The financing terms.
- (g) Your credit applications.
- (h) The origination and servicing of the Contract.
- (i) The collection of amounts you owe us.
- (j) Any repossession, or replevin, of the vehicle.
- (k) Your personal information.
- (l) The rescission or termination of the Contract.

"Claim" has the broadest reasonable meaning. It includes claims of every kind of nature. This includes initial claims, counterclaims, cross-claims, third-party claims, statutory claims, contract claims, negligence and tort claims (including claims of fraud and other intentional torts). However, notwithstanding any language in this Agreement to the contrary, a "Claim" does not include a dispute about validity, enforceability, coverage or scope of this Agreement (including, without limitation, the paragraph below captioned "No Class Actions or Private Attorney General Actions," the final sentence under the paragraph below captioned "Miscellaneous" and/or this sentence); any such dispute is for a court, and not an arbitrator to decide. This exclusion from the definition of a "Claim" does not apply to any dispute or argument that concerns the validity or enforceability of the Contract as a whole; any such dispute or argument is for the arbitrator, not a court, to decide.

Even if you and we elect to litigate a Claim in court, you or we may elect to arbitrate any other Claim, including a new Claim in that lawsuit or any other lawsuit. Nothing in that litigation waives any rights in this Agreement.

However, notwithstanding any language in this Agreement to the contrary, the term "Claim" does not include (i) any self-help remedy, such as repossession or sale of any collateral given by you to us as security for repayment of amounts owed by you under the Contract; or (ii) any individual action in court by one party that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind. Also, we will not require arbitration of any individual Claim you make in small claims court or your state's equivalent court, if any. If, however, you or we transfer or appeal the Claim to a different court, we reserve our right to elect arbitration.

Your Right to Reject this Agreement. You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a signed writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN) and must be mailed to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281 and must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration agreement between you and us.

Selection of Arbitration Administrator. Unless prohibited by applicable laws, any Claim shall be resolved, on your election or ours, by arbitration under this Agreement.

You may select as the administrator either of the organizations listed at the end of this Agreement. If we want to arbitrate, we will tell you in writing. That may include a motion to compel arbitration that we file in court. You will have 20 (twenty) days to select the administrator (or, if you dispute our right to require arbitration of the Claim, 20 (twenty) days after that dispute is finally resolved). If you do not choose an administrator within the 20-day period, we will do so.

If for any reason the administrator is unable, unwilling, or ceases to be the administrator, you will have 20 (twenty) days to choose the other organization listed at the end of this Agreement. If you do not select a new administrator within that period, we will do so. If neither organization is willing or able to be the administrator, then the administrator will be selected by the court. Notwithstanding any language in this Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the paragraph below captioned "No Class Action or Private Attorney General Action."

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

Location of Hearing. Any arbitration hearing you attend shall be in the federal judicial district of your residence.

No Class Action or Private Attorney General Action. Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration, or (3) join or consolidate your Claim(s) with claims of any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding. This paragraph does not apply to any lawsuit filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers/borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

Notice and Cure: Special Payment: Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled).

Fees and Expenses. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any Claims you assert in good faith.

We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500 ("additional fees"). To the extent we do not approve your request, if the arbitrator issues an award to you, we will still pay you for additional fees you must pay the administrator and/or arbitrator as follows:

- (1) In the case of additional fees based on the amount of your Claim or the value of the relief you sought, we will pay you an amount equal to the fees you would have paid if the amount of your Claim or the value of the relief you sought had been the amount or value of the award to you.
- (2) In the case of other additional fees not based on the amount of your Claim or the value of the relief you sought, we will pay you for the amount of such additional fees.
- (3) If we are required to pay any greater sums under applicable law or in order for this Agreement to be enforced, we will pay such amounts.

We will bear the administrator and arbitrator fees we are normally required to pay and will also bear the expense of our attorneys, experts and witnesses, except where applicable law and the Contract allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your reasonable fees if you prevail or if we must bear such fees in order for this Agreement to be enforced. Also, we will bear any fees if applicable law requires us to.

Applicable Law, Award of Arbitrator and Right to Appeal. Because the Contract involves a transaction in interstate commerce, the Federal Arbitration Act ("FAA") governs this Agreement. The arbitrator shall apply applicable substantive law consistent with the FAA. The arbitrator shall apply applicable statutes of limitations. The arbitrator is authorized and given the power to award all remedies that would apply if the action were brought in court. Either party may make a timely request for a brief written explanation of the basis for the award. The arbitrator shall not apply federal or state rules of civil procedure or evidence.

Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "The arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph captioned "Fees and Expenses" above.

Miscellaneous. This Agreement survives payment of all amounts you owe, if any, under the Contract. It also survives your bankruptcy and any sale by us of your Contract.

If there is a conflict or inconsistency between the administrator's rules and this Agreement, this Agreement governs. If there is a conflict or inconsistency between this Agreement and the Contract, this Agreement governs. If a court or arbitrator deems any part of this Agreement invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this Agreement shall be enforceable despite such invalidity. However, if a court limits or voids any part of the above paragraph captioned "No Class Actions or Private Attorney General Actions" in any proceeding, then this entire Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

This Agreement (if you do not reject) will supersede any prior arbitration agreement between you and us with respect to any Claim.

BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.

Richard Saddler

Customer Signature

Customer Signature

Tal Fox

By:

Authorized Signature

Date: 09/21/18

ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)
13455 Noel Road, Suit 1750
Dallas, TX 75240-6620
www.adr.org

J.A.M.S./Endispute
700 11th Street, NW, Suite 450
Washington, DC 20001
www.jamsADR.com
(800) 352-5267

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

GMC	Terrain	2015	2GKFLZE35F6281225
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY.

☒ LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Gasoline/Diesel Engine

Transaxle

Driveaxle

Air Conditioning

DURATION:

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☒ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

RS

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags**Steering System**

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

Catalytic Converter

DEALER NAME

CARVANA, LLC

ADDRESS

63 PIERCE RD

WINDER GA 30680-7280

TELEPHONE

8003334554

EMAIL

DL-CarvanaPhoenixAdvocate@carvana.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Carvana Customer Advocates at: 1.800.333.4554 or
1930 W Rio Salado Pkwy, Tempe, AZ 85281

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

RS

Retail Purchase Agreement - Georgia -

BUYER	Richard Saddler			
ADDRESS	701 RIDGESIDE DR # L			
CITY, STATE, ZIP	BALLWIN MO 63021			
PHONE(S)	RES. 3104282110	BUS.		
VEHICLE BEING PURCHASED				
Year 2015	Make GMC	Model Terrain	Body SUV	
Lic. Plate #	License Tab #	Expires	Mileage 63770	Color GRAY
VIN # 2GKFLZE35F6281225				
<p>Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer may also have other rights that vary from state to state.</p> <p>Buyer ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.</p>				
TRADE IN VEHICLE #1				
Year N/A	Make N/A	Model N/A	Body N/A	
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
TRADE IN VEHICLE #2				
Year N/A	Make N/A	Model N/A	Body N/A	
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-bottom: 1px solid black; width: 150px; margin-bottom: 5px;"></div> <div>Buyer's Initials</div> </div>				

Date 09/21/18 Phone 8003334554Dealership CARVANA, LLCAddress 63 PIERCE RDCity, State, Zip WINDER GA 30680-7280Stock Number 2000151880

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.

1	Selling price	\$21,700.00
2	TAVT/Sales Tax*	\$1,652.02
3	License and Title Fee	\$92.00
4	Vehicle Protection	\$2,350.00
5	Gap Coverage	\$695.00
6	Subtotal (Selling Price + Delivery Fee + Fees + Taxes)	\$26,489.02
7	Balance Due (Subtotal)	\$26,489.02
TOTAL BALANCE DUE (BALANCE DUE + TRADE-IN BALANCE)		\$26,489.02
<p style="text-align: center;">FINANCE CHARGE</p> <p style="text-align: center;">The dollar amount the credit will cost you</p> <p style="text-align: center;">\$ <u>11,415.51</u></p> <p style="text-align: center;">If financed, interest charged on the principal amount. See Retail Installment Contract for more information.</p>		

*For GA customers, this value is TAVT. For customers outside of GA, this value is the sales tax due at registration.

Carvana Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail purchase agreement and any retail installment contract executed in connection herewith so long as:

- 1) You alert Carvana prior to 5pm EST on the 7th calendar day after you take delivery of the Vehicle;
 - 2) You return the vehicle in one of two ways:
 - i) Within a Carvana service area: you make the Vehicle available for pick up by a Carvana representative at a predetermined time and location the following business day. Cost of pick-up will be paid by Carvana. Service area is designated by zip code and subject to change without prior notice.
 - ii) Outside of a Carvana service area: Carvana will arrange for transport of the vehicle. The cost will be paid by you. Service area is designated by zip code and subject to change without prior notice.
 - 3) The Vehicle is free of all liens and encumbrances other than the lien created in your favor by any applicable retail installment contract;
 - 4) The Vehicle is in the same condition you received it except for reasonable wear and tear (evidence of smoking in the vehicle during the 7 Day Test Own is not considered reasonable wear and tear) and any mechanical problem that becomes evident after delivery that was not caused by you;
 - 5) You have not driven it more than 400 miles;
 - 6) The Vehicle is without damage or having been in an accident that occurred after you took delivery of the Vehicle;
 - 7) If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 per mile for each mile the Vehicle was driven over 400 miles.
- If you return your Vehicle and had traded in a vehicle to us, we will return your trade to you only after you have paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction was cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.

Trade in Representation and Warranty: You represent and warrant that the trade-in described in the Buyer's order/Purchase Agreement, if any, has not been misrepresented and air pollution equipment is on the trade-in and is working, you will provide to us a Certificate of Title (or documents that allow us to obtain it), free of any lien(s) or encumbrance(s), (i.e. titling issues, child support or amounts due to government titling or registration agency,) and you have the right to sell the trade-in.

General: At time of delivery, or at any time during your 7 Day Test Own period, you may reject your vehicle and terminate your vehicle financing and purchase for any reason.

In certain states, dealers may not place any insignia that advertises the dealer's name on a vehicle unless the Buyer consents thereto in the purchase contract for such vehicle. Unless Buyer notifies dealer otherwise in writing, Buyer hereby expressly consents to the placement of Carvana's name on the vehicle's license plate cover. Buyer expressly waives any compensation for the placement of dealer's name on the vehicle.

Default: You will be in default if any of the following occurs (except as may be prohibited by law): 1. You gave us false or misleading information on carvana.com or on the telephone, via email or text message, in person, or any other communication medium in connection with the purchase of the Vehicle relating to this Agreement; 2. If we cannot verify any information that you have provided us; 3. If we discover a material adverse change in any information you provided us during our review process; 4. If you do not cooperate in the verification and review process described below; 5. You fail to keep any other agreement or promise you made in this Agreement and/or any retail installment contract executed in connection herewith.

Assignment: You may not assign your rights under this Agreement and/or any retail installment contract executed in connection herewith without our permission.

After-sale Review and Verification Process: The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

Limitation on Damages: Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

References: To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

Odometer (mileage): Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

Disclosure on Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the AutoCheck Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

Record Retention: You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

Arbitration Agreement: The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

NOTICE: Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

**Buyer acknowledges receipt of a copy of this Agreement. No oral agreements or understandings apply.
This agreement is not binding until accepted by an authorized representative of Carvana.**

Sales Advisor _____

Buyer Richard Saddler
Richard Saddler

Accepted By 
Carvana

GAP ADDENDUM TO RETAIL INSTALLMENT CONTRACT

This is a copy of the Authoritative Copy of the document.	
CONTRACT NUMBER	
CVGA	1189373

A. TRANSACTION INFORMATION					
Customer's Name Richard Saddler					
Address 701 Ridgeside Dr # L		City Ballwin		State MO	ZIP 63021
Phone Number 3104282110		Email Address			
Creditor's Name Carvana			Creditor's Policy #		Creditor's Phone Number 1 (800) 333-4554
Creditor's Address 1930 W. Rio Salado Pkwy		City Tempe		State AZ	ZIP 85281
Vehicle Year / Make / Model 2015 GMC Terrain		Vehicle Identification Number 2GKFLZE35F6281225		Vehicle Class 01	
Manufacturer's Suggested Retail Price ("MSRP") 21,700.00		Current Odometer 63770		Deal No. CVGA 1189373	Use (Personal, Business, or Commercial)
GAP Addendum Price 695.00		Term of GAP Addendum 72		Amount Financed 26,489.02	Inception Date 09/21/18

This Guaranteed Asset Protection ("GAP") Contract Addendum ("GAP Addendum") amends the Retail Installment Contract ("RIC"). This GAP Addendum is between the Customer ("I", "You", or "Your") and the Creditor ("We", "Us", or "Our"). The administrator named herein will service this GAP waiver. Although not required to do so, You have elected to participate in Our GAP Program. GAP does not take the place of insurance on the vehicle. You are responsible for maintaining collision and comprehensive insurance for the full value of the vehicle and any other insurance required by the RIC or applicable law. You are responsible for all notifications or claims that are required to be filed with Your automobile insurance company. We will not process or handle Your insurance claims for You.

B. TERMINATION OF ADDENDUM

This Addendum will terminate as of the earliest date that any of the following events occur: 1) the date Your RIC is scheduled to terminate; 2) upon payment in full of the RIC; 3) expiration of any redemption period following the repossession or surrender of the Covered Vehicle, however, in the event of acceleration or payment in full of the unpaid balance, and upon Our notice thereof, You will receive a refund of the cost of this Addendum, calculated from the date of the acceleration or demand for payment in full; 4) after a Constructive Total Loss or theft of the Covered Vehicle occurs and Our rights against You for the amount due under a payable loss have been waived; 5) the date the RIC is prepaid or the RIC is refinanced, however, in the event of prepayment, and upon Our notice thereof, You will receive a refund of the cost of this Addendum based on the prepayment date; or 6) upon the occurrence of a denial of benefits based on an Exclusion, from which You will receive a refund based upon such Exclusion. It is Your responsibility to notify Us or Our Administrator, in writing, of Your request to cancel this coverage and to request a refund/credit of the GAP charge which, at Our option, may be made to satisfy Your obligations under the RIC.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE. This coverage may decrease over the term of Your RIC and may not extend for the full term of Your RIC. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. You also acknowledge that You have read and understand this Addendum and its provisions. No other verbal representations have been made to You that differ from these written provisions. This Addendum includes a binding arbitration clause. You should carefully read the back of this Addendum for additional information on eligibility, requirements, conditions and exclusions that could prevent You from receiving benefits under this Addendum.

C. SIGNATURES

I have read, understand, and accept the terms and conditions of this Addendum, and agree to be bound thereby:

Richard Saddler

09/21/18

Customer

Date

Paul [Signature]

09/21/18

Signature of Creditor

Date

GAP ADDENDUM TO RETAIL INSTALLMENT CONTRACT

THIS IS A COPY VIEW OF THE AUTHENTICATIVE CONTRACT NUMBER	
CVGA	1189373

TERMS AND CONDITIONS

D. WAIVER

- (1) In the event of a Constructive Total Loss to the Covered Vehicle, We agree to waive Our rights against You for the GAP Amount then due under the RIC. You will remain responsible for payment of any items stated under Exclusions.
- (2) All GAP Amount claims must be reported to Us or Our Administrator within 90 days of receiving settlement from the Primary Carrier; or if no Primary Carrier coverage is in effect on the date of loss, within 90 days of the accident or theft. No payment for payable loss will be made by Us if the claim is not reported within these stated time periods.

E. CANCELLATION

- (1) **YOUR RIGHT TO CANCEL:** You have the unconditional right to cancel and terminate this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any termination occurs within 30 days of the Addendum purchase You will receive a full refund/credit of the Addendum cost, provided no loss has occurred. After 30 days, You will receive a refund/credit of the Addendum cost calculated by the pro rata method, or by the refund method as may be required by state or federal law. All refunds will be applied to satisfy Your obligations under the RIC. To cancel the Addendum and request a refund/credit, You must contact Us or Our Administrator, in writing, at the address shown herein.
- (2) If You do not receive the refund/credit within 60 days of notice of cancellation/termination, contact Us or Our Administrator.

F. CLAIMS PROCEDURES

- (1) In the event of a Constructive Total Loss, You must notify and provide all of the following to Our Administrator, SilverRock Automotive Inc (at the address shown below): 1) a complete copy of the primary insurance settlement, including the valuation report; 2) a copy of the original RIC and this Addendum; 3) A copy of the accident/police report; 4) a copy of Your automobile insurance policy from Your Primary Carrier; 5) a copy of the payoff from the Creditor as of the date of loss; 6) a copy of the insurance settlement check from Your Primary Carrier; 7) a copy of the damage estimate; 8) a copy of the payment history for the RIC, 9) a list of refundable items, and 10) a copy of the Primary Carrier's denial of claim (if applicable). You will not be required to provide additional documentation that is not listed in this GAP Addendum.
- (2) Neither Our Administrator nor We will obtain this information for You. The Administrator or We must receive this documentation within 90 days of settlement by Your Primary Carrier. No payment will be made if this documentation is not provided to Our Administrator or Us within this stated time period.

G. ASSIGNMENT

- (1) The GAP Addendum will follow the RIC with no subrogation rights against the Customer, if the RIC is sold or assigned by Us.

H. DEFINITIONS

- (1) **Actual Cash Value (ACV).** The retail value of the Covered Vehicle, on the date of loss, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the Administrator's discretion, the Administrator may use an equivalent national or regional guide for the territory in which the Covered Vehicle is principally garaged. For a Covered Vehicle which has no retail value available, or is located in territories where NADA or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to Our Administrator, or which Administrator reasonably believes accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing ACV for Covered Vehicle in the territory of the Covered Vehicle location.
- (2) **Constructive Total Loss.** A direct and accidental loss of or damage of Covered Vehicle, which meets one of these criteria: 1) the total cost to repair the Covered Vehicle is greater than the ACV of the Covered vehicle immediately prior to the date of loss; or 2) the Covered Vehicle is stolen and is not recovered within 30 days from the date a police report was filed, and Your Primary Carrier declares the Covered Vehicle a total loss. In the case there is no primary insurance coverage, and only upon reasonable advanced notice, the Covered Vehicle must be available for the Administrator's inspection or appraisal to determine if the Covered Vehicle is a Constructive Total Loss. If the Covered Vehicle is not available for inspection or appraisal, then the claim will not be covered. Notwithstanding the foregoing, inspection or appraisal by the Administrator will not be required if the Covered Vehicle is stolen and is not recovered within 30 days from the date a police report was filed, and Your Primary Carrier declares the Covered Vehicle a total loss.
- (3) **Covered Vehicle.** Any four-wheel private passenger automobile, van, or light truck, as described in the RIC, utilized for personal purposes. This definition is subject to the Exclusions provisions. If benefits under this Addendum are denied because it is determined that Your vehicle is not a Covered Vehicle as defined herein, then You will receive a full refund of the cost of this Addendum upon denial of such claim for benefits.
- (4) **Creditor:** The seller of the Covered Vehicle and holder of the RIC.

- (5) **Date of Loss.** The date on which Covered Vehicle is reported stolen or incurs physical damage that is severe enough to constitute a Constructive Total Loss.
- (6) **Delinquent Payment.** Any payment, as described in the RIC, which remains unpaid for a period of more than 30 days after the due date stated in the RIC. The delinquent payment will be determined as of and limited to amounts past due on the date of loss.
- (7) **RIC.** The contract which represents the financing agreement between Us and You for the purchase of the Covered Vehicle, and which explains the terms, conditions, inception date, and expiration date of the financing agreement.
- (8) **GAP Amount.** The difference between the Net Payoff and the Primary Carrier's physical damage insurance settlement for a Constructive Total Loss, or if the Covered Vehicle was uninsured at the time of the Constructive Total Loss, then the difference between the Net Payoff and the Actual Cash Value. The GAP Amount includes the amount of Your physical damage insurance deductible up to \$1,000.
- (9) **Net Payoff.** The amount of Our interest as of the date of loss, as represented by the portion of Your unpaid balance according to the original payment schedule of the RIC that is secured by collateral subject to the Limitations. The amount does not include any unearned finance charges; late charges; any delinquent payments; uncollected service charges; refundable prepaid taxes and fees; the recoverable portion of financed insurance charges; or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including, but not limited to credit life, vehicle service coverages/warranties and guaranteed automobile protection charges) that are owed by You on the date of loss; and amounts that are added to the RIC balance after the inception date of the RIC.
- (10) **Primary Carrier.** The insurance company that is selected by You to provide physical damage coverage on the vehicle; or provides liability coverage to any person who has caused Your vehicle to incur a Constructive Total Loss.
- (11) **Territory.** This coverage applies only to payable losses sustained while the Covered Vehicle is: 1) within the United States of America (U.S.), its territories or possessions; 2) in Canada; or 3) being transported between any of the previously stated.

I. EXCLUSIONS

This Addendum will not provide coverage for loss:

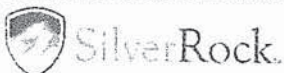
- (1) Resulting from losses occurring prior to the effective date of this Addendum.
- (2) Resulting from confiscation of Covered Vehicle by a government body or public official.
- (3) Caused by theft, unless You or We file a police report.
- (4) Resulting from being operated, used, or maintained in any race, speed contest, or other contest.
- (5) Occurring after the Covered Vehicle has been repossessed.
- (6) For any amounts deducted from the Primary Carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments.

J. ARBITRATION

IF THE RIC INCLUDES AN ARBITRATION PROVISION, THEN ALL DISPUTES BETWEEN YOU AND US RELATING TO THIS ADDENDUM ARE SUBJECT TO THE ARBITRATION PROVISIONS OF THE RIC, WHICH PROVISIONS ARE HEREBY INCORPORATED BY REFERENCE.

K. FRAUD AND MISREPRESENTATION

This Addendum is issued in reliance upon the truth of all representations made by You. We will not waive the GAP Amount as to any RIC where You: 1) intentionally concealed or misrepresented any material fact; 2) engaged in fraudulent conduct; or 3) made a materially false statement relating to submitting a claim. If You have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after payable loss, this Addendum may be terminated and all charges will be returned.



GAP (CV-MuSt) 03-2017

You may contact Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (888) 849-0681

GAP ADDENDUM TO RETAIL INSTALLMENT CONTRACT

This is a copy view of the Addendum by the designated customer.	
CONTRACT NUMBER	
CVGA	1189373

L. STATE -- SPECIFIC PROVISIONS

- (1) **Alabama:** The following provision is hereby added: "The cost of this GAP Addendum is not regulated and You should determine whether the cost of this GAP Addendum is reasonable."
- (2) **Arkansas:** None
- (3) **Arizona:** None
- (4) **California:** None
- (5) **Colorado:** The following provision is hereby added: "GAP is not a substitute for collision or property insurance. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. GAP is not a substitute for collision or property damage insurance. If this transaction contains a fee or premium for guaranteed automobile protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which the consumer could assert against the original Creditor resulting from the consumer's purchase of guaranteed automobile protection."
- (6) **Georgia:** None
- (7) **Hawaii:** None
- (8) **Florida:** None
- (9) **Illinois:** None
- (10) **Indiana:**
 - (a) The following provision is hereby added: "You may be able to obtain GAP coverage from Your primary insurance carrier."
 - (b) The definition for the term "Actual Cash Value" is deleted and hereby replaced with the following: "Actual Cash Value (ACV)." The value of the covered vehicle, on the date of loss, as established by the primary insurance carrier. If there is no primary insurance coverage in place at the time of a claim, then the applicable NADA value or its equivalent shall be used."
 - (c) The following provision is hereby added: "For additional information or complaints, You may contact the Indiana Department of Financial Institutions, 30 South Meridian Street, Suite 200, Indianapolis, Indiana 46204, (317) 232-3955, <http://www.in.gov/dfi>."
 - (d) The following provision is hereby added to Section I, Exclusions: "RICs where the amount financed, less the cost of the GAP Waiver, the cost of credit insurance, and the cost of warranties or service agreements, is less than 80% of MSRP for a new vehicle or the NADA average retail value for a used vehicle are not eligible for participation in this GAP program."
- (11) **Iowa:** None
- (12) **Kansas:**
 - (a) The following provision is hereby added: "The GAP coverage may not cancel or waive the entire amount owing at the time of loss."
 - (b) The following provision is hereby added: "Kansas consumers with questions or complaints may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free 1-877-387-8523."
 - (c) Section H(1) is hereby deleted and replaced with the following: "Actual Cash Value (ACV). The value established by the primary insurance carrier. If there is no primary insurance coverage at the time of the loss, the market value of the Covered Vehicle will be determined by the National Automobile Dealers Association ("NADA") Official Used Car Guide or equivalent."
- (13) **Kentucky:** None
- (14) **Louisiana:**
 - (a) The following provision is hereby added to Section E ("Cancellation"): "In order to receive a refund due in the event of early cancellation of this GAP Waiver Addendum after the first thirty (30) days from purchase, You must provide a written request to cancel to the Administrator or Creditor within ninety (90) days of the occurrence of the event terminating the GAP Waiver Addendum. If You elect to cancel this GAP Waiver, no cancellation fee shall be charged."
 - (b) Section D(1) is hereby deleted, and replaced with the following: "In the event of a Constructive Total Loss to the Covered Vehicle, We agree to waive Our rights against You for the amount due under a payable loss. In addition to the provisions of payable loss, You will remain responsible for payment of any items stated under Exclusions. Upon the satisfaction of each of Your duties in Section F ("Claims Procedures") We agree to waive Our rights against You for the amount due under a payable loss within 60 days of the incident or 30 days from filing of the police report."
 - (c) Section I(5) is hereby deleted and replaced with the following: "For any amounts deducted from the Primary Carrier's settlement due to prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments."
- (15) **Maryland:**
 - (a) Section H(8) is hereby deleted and replaced with the following: "Net Payoff. The amount of Our interest as of the date of loss, as represented by the portion of Your unpaid balance according to the original payment schedule of the RIC that is secured by collateral subject to the

limitations. The amount does not include any unearned finance charges; late charges; any delinquent payments; uncollected service charges; refundable prepaid taxes and fees; the recoverable portion of financed insurance charges; or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including, but not limited to credit life, vehicle service coverages/warranties and guaranteed automobile protection charges) that are owed by You on the date of loss and that are actually refunded to the buyer or credited as a reduction to the loan balance; and amounts that are added to the RIC balance after the inception date of the RIC."

- (b) The following provision is hereby deleted from Section I, Exclusions: For any amounts deducted from the Primary Carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments.

- (16) **Michigan:** None
- (17) **Mississippi:** None
- (18) **Missouri:** None
- (19) **Nebraska:** The following provision is hereby added: "A guaranteed asset protection waiver is not insurance and is not regulated by the Department of Insurance, and the guaranteed asset protection waiver remains a part of the finance agreement upon the assignment, sale, or transfer of such finance agreement by the Creditor or the Creditor's designee."
- (20) **Nevada:** The following provision is hereby added: "THIS WAIVER IS NOT AN INSURANCE POLICY. A guaranteed asset protection waiver is not a policy of liability or casualty insurance and does not satisfy the requirement to maintain liability insurance pursuant to NRS 485.185. Failure to make a timely payment under the terms of the finance agreement may void the guaranteed asset protection waiver."
- (21) **New Hampshire:** The following provision is hereby added: "In the event that You do not receive satisfaction under this contract, You may contact the New Hampshire insurance department at 1-800-852-3416 or 21 South Fruit Street, Suite 14, Concord, NH 03301".
- (22) **North Carolina:** None
- (23) **Ohio:** None
- (24) **Oklahoma:** None
- (25) **Pennsylvania:** None
- (26) **South Carolina:** None
- (27) **Tennessee:** None
- (28) **Utah:**
 - (a) The following provision is added to Section J: "ANY MATTER IN DISPUTE BETWEEN YOU AND CREDITOR MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM CREDITOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND CREDITOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION."
 - (b) The following provision is added: "This GAP Waiver is subject to limited regulation by the Utah Insurance Commissioner. A complaint regarding this GAP Waiver may be submitted to the Utah Insurance Commissioner."
- (29) **Virginia:** None
- (30) **West Virginia:** None
- (31) **Wisconsin:**
 - (a) Section E ("Cancellation") is hereby deleted in its entirety and replaced with the following: "YOUR RIGHT TO CANCEL: You have the unconditional right to cancel and terminate this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any termination occurs within 30 days of the Addendum purchase You will receive a full refund/credit of the Addendum cost, or a full credit of the Addendum cost plus the amount of applicable finance charges, provided no loss has occurred. After 30 days, You will receive a refund/credit of the Addendum cost calculated by the Pro Rata method, or by the refund method as may be required by state or federal law. We will refund all charges to the Creditor. To cancel the Addendum and request a refund/credit, You must contact the Creditor, in writing, at the address shown above. If You do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the GAP Administrator stated above."



GAP (CV-MuSt) 03-2017

You may contact Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (888) 849-0681



CARVANA

Carvana Care

APPLICATION/CONTRACT NUMBER

CVSC 1189373

This document is the Application and, if accepted by the Administrator, the Vehicle Service Contract. If this Application cannot be accepted by the administrator as written You will be notified of any changes to the coverage applied for within approximately 60 days. If You choose not to accept these changes to Your application for coverage or Your Vehicle does not qualify for any type of coverage Your Contract Price will be refunded.

CONTRACT HOLDER (CUSTOMER, YOU, YOUR)				
CUSTOMER'S NAME Richard Saddler		CO-CUSTOMER'S NAME N/A		
ADDRESS 701 Ridgeside Dr # L		CITY Ballwin	STATE MO	ZIP 63021
PHONE NUMBER 3104282110		EMAIL ADDRESS		
COVERED VEHICLE (YOUR VEHICLE)				
YEAR 2015	MAKE GMC	MODEL Terrain		
VIN 2GKFLZE35F6281225	CURRENT ODOMETER 63770	VEHICLE PURCHASE DATE 09/21/18	VEHICLE PURCHASE PRICE 21,700.00	
SELLING DEALERSHIP				
NAME CARVANA, LLC		PHONE NUMBER 8003334554	ACCOUNT NUMBER 2000151880	
ADDRESS 63 PIERCE RD		CITY WINDER	STATE GA	ZIP 30680-7280
CONTRACT INFORMATION				
CONTRACT TERM Months 36		Mileage 100000	EXPIRATION ODOMETER 100,000	EXPIRATION DATE 09/20/21
CONTRACT PURCHASE PRICE \$ 2,350.00		DEDUCTIBLE \$50		
LIENHOLDER				
You authorize the lender to: (1) be listed as joint payee and receive any refund in the event this Contract is cancelled, (2) cancel this Contract in the event of repossession or total loss, (3) be listed as sole payee on all repossessions.				
NAME CARVANA, LLC				
ADDRESS 1930 W Rio Salado Parkway		CITY Tempe	STATE AZ	ZIP 85281

This coverage ends with either of the following, whichever occurs first: (1) When the mileage of Your Vehicle, as measured from zero (0) miles reaches the mileage limit for the plan selected, or (2) when the time limit for the term selected expires as measured from the Vehicle Purchase Date. The term of this Contract is inclusive of the manufacturer's warranty period.

I have read and understand this document. I understand that the above information is subject to verification and that the Application for coverage may be rejected or the terms of coverage may be modified if any of the above information is incorrect or if the Vehicle is ineligible for the term, coverage, or deductible applied for. The purchase of this Vehicle Service Contract is not required to either purchase or obtain financing for the Vehicle.

Richard Saddler

Customer Signature

Co-Customer Signature

09/21/18

Contract Purchase Date

Signature of Selling Dealership Representative



VSC (SR-CV-GA-EXC) 07-2018

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



Carvana Care

This is a copy view of the Authoritative Copy by the Administrator

APPLICATION/CONTRACT NUMBER	
CVSC	1189373

DEFINITIONS

- "We", "Us" and "Our" means "SilverRock Automotive, Inc.", the Administrator named in the Contract. This Contract is between Us and the Customer named herein.
- "Covered Part" means an item defined as a Covered Part in the Covered Parts section below.
- "Breakdown" or "Mechanical Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including a total failure resulting from wear and tear or ordinary use. Please refer to the wording under exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.

YOUR OBLIGATIONS

- In order for this Contract to remain in force, the minimum requirement on oil and oil filter changes is every six (6) months or 5,000 miles, whichever occurs first. If Your Vehicle is equipped with a timing belt, the belt must be replaced before Your Vehicle's odometer reads 60,000 miles. If the manufacturer requires shorter maintenance intervals than those listed above, You must follow the manufacturer's recommendations. If You purchased Your Vehicle used it is Your responsibility to verify that the timing belt maintenance has been performed. All other maintenance and servicing must be followed as recommended by Your Vehicle's manufacturer. You are responsible for maintaining correct levels and types of fuels, lubricants and coolants. You must keep and make available verifiable signed service/purchase receipts which show that this maintenance has been performed within the time and mileage limits required.
- You or Your licensed repair facility are required to obtain an Administrator's authorization number prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated in the Application for each repair visit caused by a covered Mechanical Breakdown(s).
- You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. If it is subsequently determined that the repair is needed due to a covered Breakdown, then We will pay for this part of the repair. If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.
- While owned by You, if Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after Purchase Date, then in order for this Contract to remain effective, You must have it repaired and the mileage certified within thirty (30) days of failure date. If You fail to do so, then there will be no coverage under this Contract.

OUR OBLIGATIONS

If a covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for repair or replacement, as the Administrator deems appropriate, of the Covered Part(s) which caused the Mechanical Breakdown if You have met Your obligations as described in this Contract and if the Breakdown is not excluded under the exclusions section of this Contract. Replacement parts can be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by the Contract Administrator.
- Reimburse You for a rental car at the rate of up to \$30 for every 8 hours (or portion thereof) of labor time required to complete the repair. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. The limit on this reimbursement is up to \$30 per day for up to 5 days per Mechanical Breakdown or series of Breakdowns related in time or cause.
- Reimburse You for additional receipted motel and restaurant expenses up to \$75 per day for a maximum of 3 days due to the occurrence of a covered Breakdown more than 100 miles from Your home which results in a repair facility keeping Your Vehicle overnight.

FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607

- Towing. Limit of \$75 per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of \$75 per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of \$75 per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of \$75 per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of \$75 per occurrence.

WHAT TO DO IF YOU HAVE A MECHANICAL BREAKDOWN, CALL TOLL FREE: (866) 628-3905

In the event of a Mechanical Breakdown, follow this step by step procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle, turn off the engine, and have Your Vehicle towed.
- (2) You must contact the Contract Administrator at the number shown above for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
- (3) Furnish the repair facility or Contract Administrator with such information as this Contract may reasonably require. This includes receipts for car rental charges, receipts for towing or emergency road service, and signed repair orders (indicating dates and mileage) as required by this Contract.
- (4) If Your Vehicle requires an emergency repair outside of the Contract Administrator's normal business hours, You must follow all Contract guidelines and retain any replaced parts for the Administrator's inspection. You must contact the Contract Administrator the next business day for instructions on submitting the claim. For an emergency repair to a covered part Your claim will not be denied solely for lack of prior authorization.
- (5) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.



VSC (SR-CV-GA-EXC) 07-2018

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

RS



Carvana Care

APPLICATION/CONTRACT NUMBER	
CVSC	1189373

SYSTEM - COVERED PARTS

REPAIRS ON ALL ASSEMBLIES AND PARTS ARE COVERED ON YOUR VEHICLE WITH THE EXCEPTION OF THE FOLLOWING LISTED ITEMS:

- PAINT/CARPETING
- TRIM
- MOLDING/BUMPERS
- BRIGHT METAL
- UPHOLSTERY
- BRAKE ROTORS & DRUMS
- BATTERIES
- FRAME OR STRUCTURAL SEPARATION
- LENSES
- LIGHT BULBS/HEADLIGHTS
- STRUTS/SHOCK ABSORBERS
- BODY PANELS
- CANVAS, VINYL, OR FABRIC TOP
- GLASS
- FIBERGLASS TOP
- TIRES AND WHEELS
- PHYSICAL DAMAGE
- NORMAL FLUID/OIL/LUBRICANT SEEPAGE
- ANY REPOSITIONING, REFITTING, OR REALIGNING
- ALL MAINTENANCE SERVICES AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNEUPS, SPARK/GLOW PLUGS, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, AND BELTS

EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

This Contract provides no benefits or coverage and We have no obligation under this Contract for:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by improper types or quantities of or contamination or lack of proper fuels, fluids, coolants, refrigerants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
- A Breakdown caused by towing a trailer, another Vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- Repair of any parts during a covered repair which are not necessary to the completion of the covered repair. Such replacement is considered betterment and is not covered by this Contract.
- A Breakdown which occurred prior to Your purchase of Your Vehicle that would have been obvious and apparent if that component was inspected at time of purchase and were known to You.
- A Breakdown caused by or involving modifications or additions to Your Vehicle made by You or with Your knowledge, whether on or after the Purchase Date, unless those modifications or additions were performed or recommended by the manufacturer.
- A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.
- Any repair which would normally be provided by the Vehicle manufacturer, a repair shop or part supplier under warranty.
- Costs or other damages caused by the failure of or to a part not listed as a Covered Part.
- Damage to the Vehicle caused by continued Vehicle operation after the failure of a Covered Part.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- A Breakdown caused by overheating, rust, corrosion, restricted oil or coolant passages, restricted filters or physical damage.
- A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- A Breakdown not occurring in the United States or Canada.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty.
- Repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- This Contract does not cover any Vehicle used for business, deliveries, construction, or commercial hauling; or is used as a postal Vehicle, taxi, police, or other emergency Vehicle; or any Vehicle rented or leased by You to someone else; or any Vehicle equipped to or used to plow snow; or any Vehicle using or have used or modified in a manner which is not recommended by the Vehicle manufacturer by you or with your knowledge, whether any such exclusion shall originate during the term of this Contract.

CANCELLATION REFUNDS

If You request a cancellation:

- **Within the first thirty (30) days after the Contract Purchase Date and have filed no claims, then You shall receive a refund or credit to Your account of the full Contract Purchase Price.**



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You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

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CARVANA

Carvana Care

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- After the first thirty (30) days from the Contract Purchase Date or have filed a claim, then You shall receive a Pro-Rata Refund, calculated as the lesser of: (a) the ratio of the term remaining to the original term covered, or (b) the ratio of the miles remaining to the original miles covered. The Contract Term for cancellation purposes will be based on the date You purchased the Contract and the date the Contract would expire, and the mileage on the date You purchased the Contract and the mileage at which the Contract would expire. If You cancel the Contract, the cancellation fee is the lesser of (i) \$50.00 or (ii) 10% of the prorated refund.
 - Requesting a refund.** You, or Your Lienholder, may cancel this Agreement by submitting a written request of cancellation to Administrator. The completed written request must be signed by You and returned to Administrator with a copy of this Contract. The cancellation documents may be mailed to P.O. Box 29087, Phoenix, AZ 85038-9087 or e-mailed to cancellations@silverrockinc.com. All requests must be received by Administrator within 30 days of requested cancellation effective date. Notification to cancel shall start only upon Administrator's receipt of Your complete cancellation documentation. Administrator is the party responsible for honoring cancellation requests. If You cancel this Contract and do not receive a refund, please notify BlueShore Insurance.
- Note: This provision is not available on Contracts which have been transferred.

Any cancellation by Us will comply with O.C.G.A. 33-24-44.

OUR RIGHT TO CANCEL THIS CONTRACT

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- Fraud.** You commit any acts of fraud as regards this Contract, in any way.
- Failure to Pay Consideration.** Your failure to pay all of the consideration and amounts due under this Contract, for any reason.
- Material Misrepresentations.** Your material misrepresentations as regards this Contract, of any type, including, but not limited to, whether Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal Vehicle, taxi, police, or other emergency Vehicle; You rent or lease Your Vehicle to someone else; Your Vehicle is equipped to or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer; or whether the odometer, for any reason does not record the actual mileage of Your Vehicle after Purchase Date.
- In the event the Contract is cancelled by Us, then We will provide a Pro-Rata Refund, but We will not retain a cancellation fee.

HOW THIS CONTRACT MAY BE TRANSFERRED

This provision is only available if You are the first Contract Holder. This option is not available to You if the Vehicle is traded or sold to or through any entity other than a private party. Your rights and duties under this Contract may be transferred if You sell Your Vehicle directly to another private party, but only if You do the following:

- Send Administrator the completed transfer Application within thirty days of the sale or transfer of Your Vehicle.
- Submit proof that the manufacturer's warranty has been transferred to the new owner.
- Pay Administrator a \$50.00 transfer fee. In the event Your Vehicle is a total loss or repossessed, Your rights and obligations under this Contract immediately transfer to the Lienholder, if any. You must provide new owner with copies of all receipts as listed under "YOUR OBLIGATIONS".

TRANSFER APPLICATION

Name of New Owner		Date of Transfer		Odometer Reading on Date of Transfer	
Address		City		State	Zip
Signature of Vehicle Purchaser				Date	
Signature of Vehicle Purchaser				Date	

OTHER IMPORTANT CONTRACT PROVISIONS

OUR OBLIGATIONS TO YOU ARE GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY. In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. Our obligations to perform under this Service Contract are insured by BlueShore Insurance Company 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281, (877) 864-2873. In the event We fail to pay any covered claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer at the address listed above.

The Dealer agrees that all sums paid by You under the terms of this Contract, excluding a commission earned by the Dealer shall be submitted on Your behalf to the Administrator and others for the purpose of assuring the payment of Your claims under this Contract. If this Contract is cancelled Dealer is responsible for refunding any unearned part of the commission.

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any Breakdown or series of Breakdowns related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Auto Dealers Association standards at the time of Breakdown.

After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be



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responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract contains the complete agreement between the parties and is not valid unless signed by the Customer.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section or when Your Vehicle reaches the time or mileage limitation.

Coverage afforded under this Contract is not guaranteed by Your state's Property and Casualty Guaranty Association.

THIS IS NOT A CONTRACT OF INSURANCE.

YOU AND WE AGREE THAT ANY DISPUTE, SHALL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS. YOU AND WE AGREE TO WAIVE THE RIGHT TO: (1) A TRIAL BY JURY; (2) PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; OR (3) JOIN OR CONSOLIDATE YOUR CLAIM(S) WITH CLAIMS OF ANY OTHER PERSON. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT FILED AGAINST US IN COURT BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS THAT INCLUDES YOU.

TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

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